

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

**CONSULTANT(S) OR FIRM TO ASSIST IN COORDINATION OF COUNTRY PROGRAM IN MALAWI.**

**SOLICITATION NO.:** ADF-11-Q-RPD2-0007

**CONTRACT LINE ITEMS: (CLINS)**

0001 and Option Items 0101, 0201, 0301, and 0401 - Country Program Coordination  
Support Services

0002 and Option Items 0102, 0202, 0302, and 0402 - Travel/Option Items

**NAICS CODE:**

561110 -- Office Administrative Services

**DESCRIPTION OF SERVICES:**

ADF has a need for a qualified individual or firm for a twelve month part-time consultancy to assist in the coordination for a Country Program Office (CPC) in Malawi. Please see Statement of Work For Coordination for Country Program Office for Malawi.

**PLEASE NOTE:**

In order to support the mission of ADF, applicants/firms will need to either:

- Provide Malawian citizenship and;
- If responding as a firm, must be Malawian registered and Malawian owned Non-Governmental Organization (NGO's) or company.
- Out of Country (Malawi) offers will not be considered

**CLOSING DATE/TIME** - March 23, 2011, 11:59 PM, Eastern Standard Time (EST)

**POINT OF CONTACT:** Please submit questions to: Ms. Joy Hughes (Non-Fed),  
[jhughes@usadf.gov](mailto:jhughes@usadf.gov) , 202-233-8862.

**ATTACHMENTS:** The following information and attachments are provided:

1. Instruction to Offerors- **Attachment 1**
2. Statement of Work For Coordination for Country Program Office for Malawi-  
**Attachment 2**
3. Pricing Sheet-**Attachment 3**
4. Evaluation of Offerors- **Attachment 4**
5. FAR Clauses and Provisions- **Attachment 5**

**ATTACHMENT 1****INSTRUCTIONS TO OFFERORS**

Applications must be submitted via email to Joy Hughes as [jhughes@usadf.gov](mailto:jhughes@usadf.gov). Applications will be accepted until **11:59 pm EST on March 23, 2011**.

Applications must be received by the closing date and time at the address specified in the above. To ensure consideration of applications for the intended position, please reference the solicitation number (ADF -11-Q-RPD2-0007) on your application, and as the subject line in any cover letter.

- Quote that should be inclusive of **all** costs associated with the production of deliverables listed above, Internet service, telephone, office supplies, personnel, and any other costs that may be incurred. Any Travel shall be priced out separately- (**Please see Pricing Sheet on Next Page**)
- Signed Resume (Curriculum Vitae) in English – (including current contact information, education, experience)
- Written examples outlining experience (**Please see Written Assessment under Evaluation Factors**)
- (3) Three References –(Contact information including full address, phone number and email)
- Provide Malawian citizenship
- Malawian registered and Malawi owned Non-Governmental Organizations (NGO's) or companies will only be considered.

It is the Applicants responsibility to ensure all necessary documentation is provided.

The Respondent assumes full responsibility for ensuring electronic submissions are formatted in accordance with USADF Security Requirements. **THE FOLLOWING FILE EXTENSIONS ARE NOT ALLOWABLE AND APPLICATION MATERIAL/DATA SUBMITTED WITH THESE EXTENSIONS CANNOT BE CONSIDERED: BAT; CMD; EXE; PIF; RAR; SCR; VBS; HTA; CPL; AND ZIP FILES.**

Microsoft Office compatible documents and Adobe PDF are acceptable. If the Respondent determines other formats are necessary, it is the respondent's responsibility to verify with USADF that the format is acceptable. Submitted materials with unacceptable or unreadable formats may be found non-responsive.

**OTHER INFORMATION**

ALL QUALIFIED APPLICANTS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POTICIAL AFFLIATION, NON-DISQUALIFYING HANDICAP, MARITAL STATUS, SEXUAL ORIENTATION, AFFLIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-MERIT FACTORS.



## **ATTACHMENT 2**

### **STATEMENT OF WORK FOR COORDINATION FOR COUNTRY PROGRAM OFFICE FOR MALAWI**

#### **INTRODUCTION**

The United States African Development Foundation (ADF) is an independent Federal agency established to support African-designed and African-driven solutions that address grassroots economic and social problems. ADF provides grants of up to \$250,000 directly to under-served and marginalized community groups and enterprises. The grants help organizations create tangible benefits such as increasing or sustaining the number of jobs in a community, improving income levels, and addressing social development needs. ADF is a public corporation with a seven member Board of Directors who are nominated by the President and confirmed by the United States Senate.

The following seven key principles serve as guidelines for all ADF management planning, budgeting, and evaluation activities. These priorities help ensure ADF stays true to ITS MISSION.

- (1) Model HIGH EFFECTIVENESS AND LOW OVERHEAD operations.
- (2) Focus program activities on MARGINALIZED COMMUNITIES in Africa.
- (3) Invest in African ideas through PARTICIPATORY DEVELOPMENT.
- (4) Ensure projects produce long term SOCIAL AND ECONOMIC RESULTS.
- (5) Promote AFRICAN LED AND MANAGED field project support.
- (6) Achieve the highest levels of OPENNESS AND TRANSPARENCY.
- (7) Support and develop an equal opportunity, RESULTS DRIVEN STAFF that rewards hard work, dedication to the mission, and personal success.

The work performed under this contract will be of a performance based nature. Performance requirements and deliverables will be key to ensuring the successful implementation of the Country Program Office and the Contracting Officer's Technical Representative (COTR) will validate all work performance.

#### **DUTIES AND RESPONSIBILITIES**

The consultant(s) will be responsible for helping ADF fulfill its administrative oversight and program management responsibilities in the implementation of grant agreements. This includes assisting in the identification of new projects (including screening applications and visiting potential grantees); monitoring the performance of ADF's in-country program partner; assisting with the analysis of grantee financial records and other activities associated with closing out completed grants; and coordinating travel and other logistics for ADF personnel traveling to

Malawi from Washington, D.C. The consultant will be responsible for submitting a number of written reports to headquarters staff in Washington, D.C.

### Performance Requirements

Requirement	Performance Objective	Performance Standards
Making at least 12 screening site visits of the strongest candidates for new project	Timely and appropriate	Validated by COTR
Conducting at least 20 field visits to active grantees to assess the effectiveness of ADF's program in Malawi as administered by the in-country program partner organization.	Timely and appropriate	Validated by COTR
Overseeing the closeout activities for 7 grants.	Timely and appropriate	Validated by COTR
Making the logistical arrangements for up to three visits of ADF headquarters staff, including the provision of hotel reservations and travel between the airport and the hotel	Timely and responsive implementation and provide notification of any issues immediately and addressed	Validated by COTR

### Deliverable Schedule

Deliverables	Frequency	# of Copies	Submit to and accepted by
Development of a work plan specifying how the consultant(s) plans to fulfill the terms of the contract.	Within 1 <sup>st</sup> week upon contract award	100% Concurrence	COTR
Submission of a monthly activity report to the RPD	1 a month	1	COTR
Active grantees to assess the effectiveness of ADF's program in Malawi These field visits will result in 20 individual reports, as well as one summative evaluation of the partner organization.	Timely and appropriate	1	COTR
Evaluating up to 75 applications for new projects,	Timely and appropriate	1	COTR
Making the logistical arrangements for up to three visits of ADF headquarters staff, including the provision of hotel reservations and travel between the airport and the hotel	When need is determined	Not applicable	COTR

**Of special note:** If deliverables are not accepted by the Government, the Contractor will be notified and given the opportunity to correct the deficiency at no additional cost to the Government. If not corrected within 30 days, the Contractor's invoice may be reduced.

## **SUPERVISORY RELATIONSHIPS**

The consultant or firm shall report to the Regional Program Director responsible for the designated country.

## **PHYSICAL DEMANDS**

The work is generally sedentary and does not pose undue physical demands. During site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or the carrying of moderately heavy items (less than 50 pounds).

## **WORK ENVIRONMENT**

While in the country of assignment, the work is generally performed in an office environment. However, the position also requires travel throughout the countries of assignment, which may additionally involves numerous short trips throughout Malawi and in which special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions may be required.

## **CONTRACT TYPE**

This effort will be of a firm fixed price nature and contractor will be paid monthly.

## **PERIOD OF PERFORMANCE**

The period of performance will be for One (1) Base Period, with Four (4) One year Option Periods.

## **TYPE OF CONTRACT**

Firm- fixed price

## **FUNDING**

This is to formally advise you that the United States African Development Foundation is facing budget cuts and decisions may have to be made in the future relating to reductions in personnel.

**ATTACHMENT 3**

**PRICING SHEET FOR  
PROGRAM MANAGEMENT SUPPORT FOR MALAWI FIELD OFFICE FOR  
ADF Solicitation: ADF-11-Q-RPD2-0007**

**A. Basic Period (TBD) – Items 0001 - 0004**

<b>Item</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Country Program Coordination	12 months	XXX	XXXX
	Support Services			
0002	Travel	As Needed	XXX	XXXX

**Total Price for Base Period \$**\_\_\_\_\_

(Local Currency) \_\_\_\_\_

**B. Option Period I (TBD) – Option Item 0101-0102**

<b>Item</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0101	Country Program Coordination	12 months	XXX	XXXX
	Support Services			
0102	Travel	As Needed	XXX	XXXX

**Total Price of Option Period I** \_\_\_\_\_

(Local Currency) \_\_\_\_\_

**C. Option Period II (TBD) – Option Item 0201-0202**

<b>Item</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0201	Country Program Coordination	12 months	XXX	XXXX
	Support Services			
0202	Travel	As Needed	XXX	XXXX

**Total Price of Option Period II** \_\_\_\_\_

(Local Currency) \_\_\_\_\_

**D. Option Period III (TBD) – Option Item 0301-302**

<b>Item</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0301	Country Program Coordination	12 months	XXX	XXXX
	Support Services			
0302	Travel	As Needed	XXX	XXXX
<b>Total Price of Option Period III _____</b>				
(Local Currency) _____				

**Option Period IV (TBD) – Option Item 0401-402**

<b>Item</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0401	Country Program Coordination	12 months	XXX	XXXX
	Support Services			
0402	Travel	As Needed	XXX	XXXX
<b>Total Price of Option Period III _____</b>				
(Local Currency) _____				
<b>Total Price (including Base Period and all Option Periods) _____</b>				

**\*Note: Country Program Coordination Support Services** incorporates- administrative oversight and program management responsibilities.

\*\*Quote should be inclusive of **all** costs associated with the production of deliverables listed above, including, Internet service, telephone, office supplies, personnel, and any other costs that may be incurred. Any Travel shall be priced out separately.

## ATTACHMENT 4

### EVALUATION FACTORS:

Evaluation Factors are used to determine the competitive ranking of qualified applicants in comparison to other applicants.

### EXPERIENCE

Skills and knowledge of key staff should include:

1. A bachelor's degree from an accredited university in business administration, management, public administration, finance, accounting, community development, international development, economics, sociology or adult education.
2. Professional experience in "grassroots" business development, finance, banking, auditing, monitoring and evaluation, and/or management of international development programs.
3. Experience working with marginalized groups and/or community-based enterprises.
4. Experience managing client relationships, especially in a grants management, banking, business development, or international development context
5. Fluency in at least one major local language
6. High level of fluency in spoken and written English
7. Experience auditing, monitoring, or evaluating international development programs
8. Willingness to travel extensively throughout Malawi

Preferred skills and knowledge include:

1. Professional experience in Malawi.
2. Experience working with international donors
3. Experience with grant management or commercial/micro lending.
4. Experience with participatory development methods

### Evaluation factors:

#### Technical knowledge and experience (40 points)- Factor 1

- Demonstrated ability to operate independently and with minimal supervision and fulfill all terms of the contract with locally available resources (office space, vehicle, support staff, etc.). (10 points)
- Professional experience in "grass roots" international development, community development, and/or business development. (10 points)
- Knowledge of grant management or commercial/micro lending. (10 points)
- Knowledge of community needs assessment, mobilization, community enterprises participatory development, and/or monitoring the implementation of an assistance activity under a grant or cooperative agreement. (10 points)



**Written Assessment of Experience – (40) Factor 2**

**Please complete the information on a separate page. Please provide written examples of how/when you’ve utilized the below experiences with regard to the following:**

<b>Work Tasks</b>
<b>Project Development</b> <ul style="list-style-type: none"> <li>• Creating monitoring and evaluation plans for international development projects</li> <li>• Editing and revising professional documents</li> <li>• Analyzing business or project proposals and suggesting areas for improvement</li> <li>• Analyzing quantitative business data to assess the viability of a business or project proposal</li> </ul>
<b>Field Office Administration</b> <ul style="list-style-type: none"> <li>• Reviewing and tracking expenditures against budgets to identify spending patterns</li> <li>• Problem solving in an international development, economic development, or business administration context</li> </ul>
<b>Portfolio Monitoring</b> <ul style="list-style-type: none"> <li>• Reading and analyzing reports</li> <li>• Collecting and managing quantitative data</li> <li>• Managing audit response</li> <li>• Using Microsoft Excel to track and analyze data</li> </ul>

**Interview (10 points)-Factor 3**

The interview will be based on evaluation factors two and three. In addition, the subject will be evaluated on their ability to fluently speak in English.

**Education-(5 points)- Factor 4**

Key staff shall have a bachelor’s degree from an accredited university in business administration, management, public administration, finance, accounting, sociology, adult education, community development, or economics.

**Price Quote (5 points)-Factor 5**

Provide an estimated cost for level of effort needed to support the Country Program office in Malawi. Quote should be inclusive of **all** costs associated with the production of deliverables, including travel, Internet service, telephone, office supplies, personnel, and any other costs that may be incurred. Please include all costs as provided in **ATTACHMENT 1 Pricing Schedule**

**BASIS OF RATING** - Applicants who clearly meet the Education/Experience Requirements will be further evaluated based on a review of the submitted resume and the self-evaluation. Those applicants determined to be competitively ranked may also be evaluated on interview performance and satisfactory professional reference checks. Only competitively ranked candidates will be invited to interview.

**APPLICANT RATING SYSTEM** - The Applicant Rating System is as follows:

- Factor 1 – 40 Points- **Technical knowledge and experience**
  - Factor 2 – 40 Points-**Written Assessment of Experience**
  - Factor 3 – 10 Points-**Interview**
  - Factor 4- 5 Points-**Education**
  - Factor 5- 5 Points-Price Quote
- Total Possible - 100 Points**

Satisfactory Professional Reference Checks - Pass/Fail (no points assigned)

Applicants who clearly meet the Education/Experience Requirements will be further evaluated based on a review of the submitted resume and the self-evaluation. Those applicants determined to be competitively ranked may also be evaluated on interview performance and satisfactory professional reference checks. Only competitively ranked candidates will be invited to interview.

**BASIS FOR AWARD:**

The offerors shall be evaluated and awarded in accordance with FAR 52.212-2, —Evaluation – Commercial Items (JAN 1999).

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical capability of the offeror to meet the Government's requirement  
Price  
Past Performance

Technical and past performance, when combined, are more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**ATTACHMENT 5****FAR CLAUSES and PROVISIONS:**

Solicitation number **ADF-11-Q-RPD2-0007** is issued as a Request for Quote (RFQ). The incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-38, December 10, 2009.

**52.212-1 Instructions to Offerors—Commercial Items. (January 1999)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) “Remit to” address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of

the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **52.212-2 Evaluation—Commercial Items. (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

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*[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR [15.304](#)); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical and past performance, when combined, are \_\_\_\_\_ *[Contracting Officer state, in accordance with FAR [15.304](#), the relative importance of all other evaluation factors, when combined, when compared to price.]*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Jan 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101](#) note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (8) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (9) [Reserved]

\_\_\_ (10)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).

\_\_\_ (11)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (12) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (13)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_\_ (14) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (15) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (16)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (17) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (18) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (19) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_\_ (20) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).



- \_\_\_ (21) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (22) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_\_\_ (23) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (24) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (25) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- \_\_\_ (26) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_\_ (27) [52.222-37](#), Employment Reports on Veterans, (Sep 2010) ([38 U.S.C. 4212](#)).
- \_\_\_ (28) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (29) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (30)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (31) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (32)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_\_ (33) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- \_\_\_ (34) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (35)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- \_\_\_ (36) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (37) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (38) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (39) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (40) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (41) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (42) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (43) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (44) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

\_\_\_ (45) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (46)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

*Alternate II (Dec 2010).* As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(E) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(F) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(G) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(H) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(I) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(J) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(K) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(L) [52.222-54](#), Employment Eligibility Verification (Jan 2009).

(M) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(N) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

#### **52.213-1 Fast Payment Procedure. (May 2006)**

(a) *General.* The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to—

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall—

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall—

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice "FAST PAY." Invoices not prominently marked "FAST PAY" via manual or electronic means may be accepted by the payment office for fast payment. If the payment office declines to make

fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall either—

(i) Submit the receiving report on the prescribed form with the invoice; or

(ii) Include the following information on the invoice:

(A) Shipment number.

(B) Mode of shipment.

(C) At line item level—

(1) National stock number and/or manufacturer's part number;

(2) Unit of measure;

(3) Ship-To Point;

(4) Mark-For Point, if in the contract; and

(5) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) *Certification of invoice.* The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) *FAST PAY container identification.* The Contractor shall mark all outer shipping containers "FAST PAY" When outer shipping containers are not marked "FAST PAY," the payment office may make fast payment. If the payment office declines to make fast payment, the Contractor shall be paid in accordance with procedures applicable to invoices to which the Fast Payment clause does not apply.

(End of clause)

#### **52.213-2 Invoices. (April 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state—

- (a) The starting and ending dates of the subscription delivery; and
- (b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(End of clause)

#### **52.213-3 Notice to Supplier.**

As prescribed in [13.302-5\(c\)](#), insert the following clause:

Notice to Supplier (Apr 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, Withhold Performance, and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

#### **52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (Jan 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

- (ii) [52.232-1](#), Payments (Apr 1984).
- (iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iv) [52.232-11](#), Extras (Apr 1984).
- (v) [52.232-25](#), Prompt Payment (Oct 2008).
- (vi) [52.233-1](#), Disputes (July 2002).
- (vii) [52.244-6](#), Subcontracts for Commercial Items (Jan 2011).
- (viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or



(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Clause #	Title
52.217-5	Evaluation of Option

Date
July 1990